

**DOCKET FILE COPY ORIGINAL**

**Before the**

**FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

In the Matter of )

Kurtis J. Kintzel, Keanan Kintzel, and all )  
Entities by which they do business before the )  
Federal Communications Commission )

Resellers of Telecommunications Services )

To: Presiding Officer, Richard L. Sippel )  
(Chief ALJ) )

EB Docket No. 07-197

**FILED/ACCEPTED**

**JAN 24 2008**

Federal Communications Commission  
Office of the Secretary

**SUPPLEMENT TO ANSWERS TO ENFORCEMENT BUREAU'S REQUEST FOR**

**ADMISSION OF FACTS AND GENUINENESS OF DOCUMENTS TO KURTIS J.**

**KINTZEL**

The party, through his undersigned counsel, hereby submits this supplement to the Answers to the Request for Admission of Facts and Genuineness of Documents to Kurtis J. Kintzel, originally filed on November 14, 2007, as follows:

- a. The information supplied in these Answers is true to the best of the party's knowledge, information, and belief;
- b. The word usage and sentence structure may be those of the attorney who in fact prepared these Answers and does not purport to be that of the executing party; and
- c. Discovery is not complete; the party reserves the right to supplement its Answers if additional information comes to its attention.

**General Objections**

The party renews all objections contained in the original Answers to the Request for Admissions and Genuineness of Documents to Kurtis J. Kintzel, which was filed on November 14, 2007. Nothing in this supplement is intended to be and shall not be construed to be a waiver of the applicability of these general objections which are incorporated by reference into each Answer contained in this supplement.

#### Answers

1. "BOI entered into a consent decree with the Commission dated on or about February 13, 2004 (the "Consent Decree") in connection with a proceeding under EB Docket No. 03-85."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Enforcement Bureau, because the definition is overbroad, encompassing companies and entities clearly outside the reasonable range of a question purportedly directed to Business Options, Inc. An overbroad definition violates the due process rights of all the entities, as it would seek to bind entities together that may have nothing to do with each other and/or with the instant proceeding, and permit findings of liability against all if liability is found against even one. The Enforcement Bureau's own attorneys drafted the Consent Decree. The Consent Decree, by its terms, is entered into between the Commission and *Business Options, Inc., which is narrowly defined in the Consent Decree as limited to related companies "that provide or market long distance telephone service."* Yet the Enforcement Bureau's Request No. 1 apparently seeks to claim that the Consent Decree was entered into between the Commission and some expanded version of "BOI" that encompasses "any affiliate, ... parent company, ... [and] subsidiary." The Bureau may be seeking reformation of the Consent Decree. If so, reformation must be denied under the doctrines of contributory

negligence, estoppel, waiver, and/or failure to mitigate damages. Reformation is an equitable remedy that will be denied if the party seeking reformation failed to exercise a positive duty (such as diligence in drafting) in the first instance. The Bureau's own attorneys drafted the Consent Decree. Thus the Bureau had every opportunity to correct any purported drafting errors. If the Bureau now is seeking reformation of the Consent Decree, its own contributory negligence and/or failure to mitigate damage act as an estoppel and/or waiver, and reformation must be denied.

2. "The Companies are signatories to the Consent Decree."

Answer: Objection; the question whether the "Companies" entered into the Consent Decree is either purely a matter of law, thus not an appropriate subject of a Request for Admission, or presents a genuine, disputed issue for trial, thus is denied on that ground. The party also objects to the definition of "Companies" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

3. "You are BOI's Chairman of the Board."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

4. "You have been Chairman of the Board of BOI during the period February 11, 2004 through the present."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

5. "You are BOI's president."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

6. "You have been BOI's president during the period February 11, 2004 through the present."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

7. "You hold a 72 percent equity interest in BOI."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

8. "You have held a majority equity interest in BOI during the period February 11, 2004 through the present."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

9. "Keanan Kintzel is BOI's Secretary/Treasurer."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

10. "Keanan Kintzel has been BOI's Secretary/Treasurer during the period February 11, 2004 through the present."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

11. "Keanan Kintzel is a director of BOI."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

12. "Keanan Kintzel has been a director of BOI during the period February 11, 2004 through the present."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

13. "Keanan Kintzel holds a 26 percent equity interest in BOI."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

14. "Keanan Kintzel has held a minority equity interest in BOI from February 11, 2004 through the present."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

15. "You are Buzz's Chairman of the Board."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

16. "You have been Chairman of the Board of Buzz Telecom from February 11, 2004 through the present."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

17. "You have been President of Buzz during the period February 11, 2004 through the present."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

18. "You hold a 72 percent equity interest in Buzz."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

19. "You have held a majority equity interest in Buzz from February 11, 2004 through the present."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

20. "Keanan Kintzel is Buzz's Secretary."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

21. "Keanan Kintzel has been Secretary of Buzz Telecom from February 11, 2004 through the present."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

22. "Keanan Kintzel is a director of Buzz."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

23. "Keanan Kintzel holds a 26 percent equity interest in Buzz."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

24. "Keanan Kintzel has held a minority equity interest in Buzz from February 11, 2004 through the present."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

25. "You are a director of Avatar."

Answer: Admitted, with respect to Avatar Enterprises, Inc. The party objects to the definition of "Avatar" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

26. "You have been a director of Avatar during the period February 11, 2004 through the present."

Answer: Admitted, with respect to Avatar Enterprises, Inc. The party objects to the definition of "Avatar" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

27. "You hold a 72 percent equity interest in Avatar."

Answer: Admitted, with respect to Avatar Enterprises, Inc. The party objects to the definition of "Avatar" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

28. "You have held a majority equity interest in Avatar from February 11, 2004 through the present."

Answer: Admitted, with respect to Avatar Enterprises, Inc. The party objects to the definition of "Avatar" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

29. "Keanan Kintzel is a director of Avatar."

Answer: Admitted, with respect to Avatar Enterprises, Inc. The party objects to the definition of "Avatar" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

30. "Keanan Kintzel has been a director of Avatar during the period February 11, 2004 through the present."

Answer: Admitted, with respect to Avatar Enterprises, Inc. The party objects to the definition of "Avatar" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

31. "Keanan Kintzel holds a 26 percent equity interest in Avatar."

Answer: Admitted, with respect to Avatar Enterprises, Inc. The party objects to the definition of "Avatar" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

32. "Keanan Kintzel has held a minority equity interest in Avatar from February 11, 2004 through the present."

Answer: Admitted, with respect to Avatar Enterprises, Inc. The party objects to the definition of "Avatar" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

33. "You and Keanan Kintzel are brothers."

Answer: Objection; the question is irrelevant and not likely to lead to the discovery of material, admissible evidence. Notwithstanding the foregoing, and without waiving any objections, the party states as follows: Admitted.

34. "You are responsible for overseeing the financial management of BOI."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

35. "You have been responsible for overseeing the financial management of BOI during the period February 11, 2004 through the present."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

36. "Keanan Kintzel is responsible for overseeing the day-to-day activities of BOI."

Answer: Denied, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

37. "Keanan Kintzel has been responsible for overseeing the day-to-day activities of BOI during the period February 11, 2004 through November 2006."

Answer: Partially admitted and partially denied, with respect to Business Options, Inc. Keanan Kintzel was responsible for overseeing the day-to-day activities of Business Options, Inc., during the period February 11, 2004 through June 2005. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

38. "Keanan Kintzel has been responsible for overseeing the day-to-day activities of BOI during the period December 2006 through the present. You are responsible for overseeing the financial management of Buzz."

Answer: Partially admitted and partially denied, with respect to Business Options, Inc., and Buzz Telecom Corp. Denied that Keanan Kintzel was responsible for overseeing the day-to-day activities of Business Options, Inc., during the period December 2006 through the present. Admitted that Kurtis J. Kintzel is responsible for overseeing the financial management of Buzz Telecom Corp. The party objects to the definitions of "BOI" and "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

39. "You are responsible for overseeing the financial management of Buzz."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

40. "You have been responsible for overseeing the financial management of Buzz during the period February 11, 2004 through the present."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

41. "You are responsible for overseeing the regulatory compliance of BOI."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

42. "You have been responsible for overseeing the regulatory compliance of BOI during the period February 11, 2004 through the present."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

43. "You are responsible for overseeing the regulatory compliance of Buzz."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

44. "You have been responsible for overseeing the regulatory compliance of Buzz during the period February 11, 2004 through the present."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

45. "Keanan Kintzel is responsible for overseeing the day-to-day activities of Buzz."

Answer: Denied, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

46. "Keanan Kintzel has been responsible for overseeing the day-to-day activities of Buzz during the period February 11, 2004 through November 2006."

Answer: Denied, with respect to Buzz Telecom Corp. Keanan Kintzel was responsible for overseeing the day-to-day activities of Buzz Telecom Corp. during the period February 11, 2004 through June 2005. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

47. "Keanan Kintzel has been responsible for overseeing the day-to-day activities of Buzz during the period December 2006 through the present."

Answer: Denied, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

48. "You had to approve all scripts used by telemarketers to market Buzz during the period February 11, 2004 through November 2006."

Answer: Objection; whether Kurtis J. Kintzel "had to approve" such scripts is either purely a matter of law, thus not an appropriate subject of a Request for Admission, or presents a genuine, disputed issue for trial, thus is denied on that ground. Notwithstanding the foregoing, and without waiving any objections, the party states as follows: Kurtis J. Kintzel did approve all company authorized scripts to be used during the period February 11, 2004 through November 2006. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

49. "You have had to approve all scripts used by telemarketers to market Buzz during the period December 2006 through the present."

Answer: Objection; whether Kurtis J. Kintzel "had to approve" such scripts is either purely a matter of law, thus not an appropriate subject of a Request for Admission, or presents a genuine, disputed issue for trial, thus is denied on that ground. Notwithstanding the foregoing, and without waiving any objections, the party states as follows: Buzz Telecom Corp. has not marketed or sold long-distance service during the period December 2006 through the present, thus no scripts were authorized during that time. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

50. "Attachment A is a true and accurate copy of the Consent Decree."

Answer: Admitted.

51. "The signature that appears on Attachment A on behalf of Business Options, Inc., U.S. Bell, Inc./Link Technologies, Buzz Telecom Corporation and Avatar Enterprises, Inc. belongs to You."

Answer: Admitted.

52. "You had authority to sign the document appearing in Attachment A on behalf of BOI, US Bell, Buzz and Avatar."

Answer: Admitted, with respect to Business Options, Inc., U.S. Bell, Inc./Link Technologies, Buzz Telecom Corp. and Avatar Enterprises, Inc. The party objects to the definitions of "BOI," "US Bell," "Buzz," and "Avatar" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

53. "You had authority to sign the document that appears as Attachment A on behalf of the Companies."

Answer: Admitted, with respect to Business Options, Inc., U.S. Bell, Inc./Link Technologies, Buzz Telecom Corp. and Avatar Enterprises, Inc. The party objects to the definition of "Companies" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

54. "Attachment B is a true and accurate copy of a letter, dated December 20, 2006 from Trent B. Harkrader, Deputy Chief, Investigations & Hearings Division, Enforcement Bureau, Federal Communications Commission, to Kurtis J. Kintzel, Business Options, Inc."

Answer: The party can neither admit nor deny. The request seems to ask the party to authenticate the document, although the party is not in a position to authenticate the document. The question probably should be directed to Mr. Harkrader.

55. "BOI received a copy of Attachment B on or about December 20, 2006."

Answer: Partially admitted and partially denied, with respect to Business Options, Inc.

A fax was received by Business Options, Inc., on or near December 20, 2006, but it was incomplete, as there were no attachments as listed in the LOI. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

56. "Attachment C is a true and accurate copy of BOI's response, dated January 17, 2007, to the LOI (Attachment B hereto), without attached documents."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

57. "One or more officers of BOI personally prepared the document which is appended hereto as Attachment C."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

58. "One or more officers of BOI personally reviewed the document which is appended hereto as Attachment C for truthfulness, completeness, and correctness before it was filed with the Commission."

Answer: Denied, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

59. "Attachment D is a true and accurate copy of the declaration of Kurtis Kintzel dated February 9, 2007."

Answer: Denied. Attachment D is the declaration of Kurtis Kintzel, Buzz Telecom Corp.

60. "One or more officers of BOI personally prepared the document which is appended hereto as Attachment D."

Answer: Objection; the question is compound and/or misleading. Attachment D was not executed on behalf of "BOI." The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1. Notwithstanding the foregoing, and without waiving any objections, the party states as follows: Attachment D is the declaration of Kurtis Kintzel, Buzz Telecom Corp. If the Bureau is attempting to suggest that Attachment D was also executed on behalf of Business Options, Inc., the Bureau's suggestion is refuted by the document on its face, which states in no uncertain terms that it was executed on behalf of Buzz Telecom Corp. by Kurtis Kintzel.

61. "One or more officers of BOI personally reviewed the document which is appended hereto as Attachment D for truthfulness, completeness, and correctness before it was filed with the Commission."

Answer: Objection; the question is compound and/or misleading. Attachment D was not executed on behalf of "BOI." The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1. Notwithstanding the foregoing, and without waiving any objections, the party states as follows: Attachment D is the declaration of Kurtis Kintzel, Buzz Telecom Corp. If the Bureau is attempting to suggest that Attachment D was also executed on behalf of Business Options, Inc., the Bureau's suggestion is refuted by the document on its face, which states in no uncertain terms that it was executed on behalf of Buzz Telecom Corp. by Kurtis Kintzel.

62. "The signature that appears on Attachment D belongs to you."

Answer: Admitted, with respect to Kurtis Kintzel, Buzz Telecom Corp.

63. "At the time you signed Attachment D, you were the Chief Executive Officer of BOI."

Answer: Objection; the question is compound and/or misleading. Attachment D was not executed on behalf of "BOI." The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1. Notwithstanding the foregoing, and without waiving any objections, the party states as follows: Attachment D is the declaration of Kurtis J. Kintzel, President, Buzz Telecom Corp. At the time that Attachment D was signed, Kurtis J. Kintzel was also Chief Executive Officer of Business Options, Inc. However, if the Bureau is attempting to suggest that Attachment D was also executed on behalf of Business Options, Inc., the Bureau's suggestion is refuted by the document on its face, which states in no uncertain terms that it was executed on behalf of Buzz Telecom Corp. by Kurtis Kintzel.

64. "At the time you signed Attachment D, you were the Chief Executive Officer of Buzz."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, as stated in the Answer to Request No. 1 with respect to the definition of "BOI."

65. "At the time you signed Attachment D, Buzz was an affiliate of BOI."

Answer: Objection; the request is vague and/or misleading, as the term "affiliate" is not defined in the Request for Admission. The Presiding Officer's Order of January 3, 2008, suggests that the the Requests should be answered by adopting the definitions contained in the Consent Decree. See FCC 08M-01, p. 4. The party heretofore submits that the definitions contained in the instant Request for Admissions are far broader than those contained in the Consent Decree. The Consent Decree's definition of "affiliates" is narrowly confined to those

companies owned or controlled by the Kintzels *that provide or market long-distance telephone service*. However, the instant Request for Admission does not define "affiliates," but rather defines each company as including all related entities whether or not they market long-distance telephone service. The party also objects to the definitions of "Buzz" and "BOI" provided by the Bureau, as stated in the Answer to Request No. 1 with respect to the definition of "BOI." Notwithstanding the foregoing, and without waiving any objections, the party states as follows: Admitted that, at the time Kurtis J. Kintzel signed Attachment D, Kurtis J. Kintzel was 72 percent owner of Buzz Telecom Corp., and 72 percent owner of Business Options, Inc. Any other part, factual assertion, implication or inference relating to the request is denied.

66. "At the time you signed Attachment D, Buzz shared common ownership with BOI."

Answer: Objection; the request is vague and/or misleading, as the term "common ownership" is not defined in the Request for Admission. Notwithstanding the foregoing, and without waiving any objections, the party states as follows: Admitted that, at the time Kurtis J. Kintzel signed Attachment D, Kurtis J. Kintzel was 72 percent owner of Buzz Telecom Corp., and 72 percent owner of Business Options, Inc. The party objects to the definitions of "Buzz" and "BOI" provided by the Bureau, as stated in the Answer to Request No. 1 with respect to the definition of "BOI." Any other part, factual assertion, implication or inference relating to the request is denied.

67. "Attachment E is a true and accurate copy of an e-mail, dated January 30, 2007 from Brian M. Hendricks, Attorney Advisor, Investigations & Hearings Division, Enforcement Bureau, Federal Communications Commission, to You, excluding attachments."

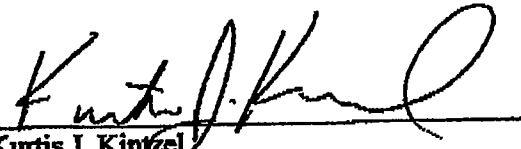
Answer: The party can neither admit nor deny. The request seems to ask the party to authenticate the document, although the party is not in a position to authenticate the document. The question probably should be directed to Mr. Hendricks.

68. "You received a copy of Attachment E on or about January 30, 2007."

Answer: Admitted.

### SWORN STATEMENT

I hereby declare under penalty of perjury that the information supplied in the foregoing Answers is true to the best of my knowledge, information, and belief. The word choice and sentence structure may be those of the attorney and does not purport to be that of the executing party. Discovery is not complete; the party reserves the right to supplement his Answers if additional information comes to his attention. Executed on Jan 23, 2008.

  
Kurtis J. Kintzel

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**Certificate of Service**

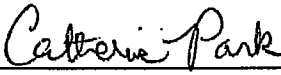
I HEREBY CERTIFY that a true and correct copy of the foregoing was sent for filing on this 24<sup>th</sup> day of January 2008, by hand delivery, to the following:

Marlene H. Dortch  
Secretary  
Federal Communications Commission  
236 Massachusetts Avenue, NE  
Suite 110  
Washington, D.C. 20002

And served by U.S. Mail, First Class, on the following:

Richard L. Sippel, Chief Administrative Law Judge  
Federal Communications Commission  
445 12<sup>th</sup> Street, SW, Room 1-C861  
Washington, D.C. 20554

Hillary DeNigro, Chief  
Michele Levy Berlove, Attorney  
Investigations & Hearings Division, Enforcement Bureau  
Federal Communications Commission  
445 12<sup>th</sup> Street, SW, Room 4-C330  
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Catherine Park